

ESCROW AGREEMENT

ESCROW AGREEMENT entered into this 23rd day of November 2004, among **HECTOR L. RIVERA MELENDEZ AND LYDIA E. FIGUEROA RODRIGUEZ** (herein "**SURETY**"), and **MICHAEL J. SULLIVAN**, in his official capacity as **UNITED STATES ATTORNEY FOR THE DISTRICT OF MASSACHUSETTS** (herein "**UNITED STATES ATTORNEY**"), and **TONY ANASTAS**, in his official capacity as **CLERK OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS** (herein "**ESCROW AGENT**").

WHEREAS the **Surety** is desirous of effecting the release of **REYNALDO RIVERA** (herein "**Defendant**") in **Criminal No. 2004 M 0501RBC**, on the terms and conditions of bail set forth in an Order Setting Conditions of Release (herein "**Bail Order**") dated November 15, 2004, and entered by the Honorable Robert B. Collings, United States District Judge/Magistrate Judge, and has agreed to execute a personal bond in the amount of \$90,000.00 Dollars (herein "**Personal Bond**") to secure the Defendant's compliance with the terms and conditions of the Bail Order.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Surety shall execute a quitclaim deed to the parcel of real property located at in favor of the United States of America, and deliver said deed to the Escrow Agent to be held in escrow pursuant to the terms of this Agreement;
2. The Surety further agrees to execute any additional documents and take any action necessary to effectuate the transfer of said parcel of real property and facilitate the sale of such property in the event that the Defendant is in default of the terms and conditions of the Bail Order or Personal Bond; and
3. The Escrow Agent shall hold the quitclaim deed in escrow under the following terms and conditions:
 - A. In the event that the Defendant fails to appear as required at all proceedings in **Criminal No. 2004 M 0501RBC** or otherwise violates any condition of bail, and Defendant is or otherwise violates any condition of bail, and **Defendant** is declared to be in default by a judicial officer of the United States District Court for the District of Massachusetts, then, upon order of the Court, and in lieu of or in addition to foreclosure proceedings on any mortgage granted by the **Surety**, the **Escrow Agent** shall

tender the quitclaim deed to the **United States Attorney**, and he shall cause the same to be immediately recorded without notice to the **Surety**. Any requirement that foreclosure proceedings be commenced upon any mortgage granted by the **Surety** in connection with **Criminal No. 2004 M 0501RBC** is expressly waived by the **Surety**; and

B. This Agreement shall terminate upon the final disposition of **Criminal No. 2004 M 0501RBC** and written discharged of the bond provided to the **Surety** by the United States of America. Upon such termination, and upon order of the Court, the **Escrow Agent** shall deliver the quitclaim deed to the **Surety**.

4. The validity and construction of this Agreement shall be governed by the law of the Commonwealth of Massachusetts;
5. This **Escrow Agreement** shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties here have caused this Agreement to be executed as of the date first written above.

ESCROW AGENT:

By: _____

Deputy Clerk

By: Denise Jefferson Casper
Asst. U.S. Attorney

for: Michael J. Sullivan

United States Attorney

By: Denise Jefferson Casper

Asst. U.S. Attorney

SURETY:

Hector Rivera Melendez
Hector L. Rivera Melendez

Lydia E. Figueroa
Lydia E. Figueroa Rodriguez

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

November 23, 2004

Then personally appeared **Hector L. Rivera Melendez and Lydia E. Figueroa Rodriguez** and acknowledged the foregoing to be their free act and deed before me.

Matthew A. Paine
NOTARY PUBLIC

Dated: November 23, 2004

My Commission Expires: April 25, 2008

